

# Clubhouse Rental Use Agreement

## TERMS OF AGREEMENT

I acknowledge that I am aware of and agree to abide by the following rules and regulations:

1. I acknowledge that I am the homeowner/property owner and am responsible for reserving the clubhouse and that the use is solely for my own and my guests' use and not for an outside group. The common area behind clubhouse may also be used for this event.
2. I acknowledge that the swimming pool and spa will still be available for use by other homeowners during the scheduled event. I will abide by the pertinent rules and acknowledge that there may be no more than 33 people in the pool and spa area at any given time, including members of my party.
3. I will pay a non-refundable rental fee of \$40.00 for use of the clubhouse (check made to Heritage Village) or automatically charged to my HOA account.
4. I understand that my rental of the clubhouse will be held for 10 days after making the reservation. I understand that if I cancel my reservation less than two weeks prior to my event, the reservation fee will be forfeited.
5. I understand that an Advisory Committee Member will go through the clubhouse with me prior to and after my event to make sure everything is in order and accounted for. **If the clubhouse is not left clean after the event, or is damaged in any way during the event, the problems will be documented ,and my HOA account will be charged a minimum of \$50.00.** I understand that tables and chairs **may not be removed** from the clubhouse or patio.
6. I am aware that the rental of the clubhouse will be for the hours that are **designated in my reservation request** and that set up and clean up must be done during the designated hours and no later than 10:00 p.m.
7. I am aware that I may have a maximum occupancy of 100 people. I understand that if I exceed this maximum occupancy, the Advisory Committee has the right to close the facility down.
8. I understand that I am to keep all doors and windows closed and minimize, to the extent possible, the noise level for neighboring homes.
9. I understand that if my gathering gets too noisy, an Advisory Committee member will ask me no more than two times to lower the noise. After the second time, the Police Department may be called to close the gathering down for disturbing the peace.
10. I understand that I am fully responsible for the behavior of my guests and the damages caused by them.
11. I will contact the Advisory Committee Member after I am finished with the clubhouse (at the end of my event) and a walk through will be done to inspect the clubhouse. I understand if it is not clean or is damaged in any way, the problems will be documented and any charges to clean or repair damages will be deducted from my deposit, with the balance paid for by me.

12. I agree that tobacco, alcoholic beverages, and illegal drugs will **not** be permitted on the premises. Anyone violating these rules will not be allowed to rent the clubhouse in the future as determined by the Advisory Committee.
13. I understand that food (except for medical conditions) is **not** allowed in the restroom and pool areas.
14. LEGAL FEES: In the event of any legal action by the parties arising out of this agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and court costs to be fixed by the court hearing the suit.

The undersigned/Clubhouse renter agrees to abide by the Heritage Village HOA rules and policies for the Clubhouse. It is understood that a member of the Board of Directors of the HOA, or a person designated by the Board, may inspect the clubhouse including furniture, window coverings, equipment, etc. and the area surrounding the clubhouse before and after use by the undersigned. Any items not left in good condition will be repaired or replaced as necessary. The undersigned agrees to pay for any repairs or replacement, and if it is not promptly paid, the Heritage Village HOA shall have a lien against the home owned by the homeowner for payment of same, which lien may be collected in the same manner as monthly assessments.

The undersigned/Clubhouse renter hereby releases and shall hold harmless and indemnify the Heritage

Village Homeowners' Association property owners and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorney's fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of the use of the Heritage Village Clubhouse by owner or guests.

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Signature of Homeowner/Property Owner

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Date